

JAMES A. GIBBS, CHAIRMAN
COMMISSIONER, FIRST DISTRICT

WM. H. SEARS
COMMISSIONER, SECOND DISTRICT

DEAN C. MCLEAN
COMMISSIONER, THIRD DISTRICT

KING COUNTY COMMISSIONERS
402 COUNTY-CITY BUILDING
SEATTLE 4

RALPH R. STENDER
CLERK OF THE BOARD

June 7, 1956

**Mr. D. A. Witten, Manager
King County Airport
Seattle, Washington**

Dear Sir:

Following up our letter of May 22, 1956 covering Resolution No. 16439 consenting to the Sub-Lease by Lyon Van & Storage, Inc., for a portion of County property at the Airport, we are attaching a copy of the Sub-Lease which was inadvertently omitted from the previous letter.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS
ROBERT A. MORRIS, Clerk of Board

By *Ralph R. Stender*
Ralph R. Stender, Deputy

RRS:hb
Encl.

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Board of County Commissioners

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THIS SUB-LEASE, made and entered into this 11 day
May, 1956, by and between ATLANTIC TELECOM, INC.,
INC., a Washington corporation, acting through its
agent, hereinafter referred to as "LESSOR"; and
OO., a Washington corporation, hereinafter referred to as
"TENANT".

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WHEREAS, Westair is the trustee in possession
to the use and occupancy of premises purchased
certain lease executed under date of March 15, 1952,
King County, a municipal corporation of the state of
Washington, by the lessor, and held by the lessor
of King County, Washington, and known
the assumed name and style of Bedding
Westair being the assignee of said lease, as set forth
in Volume 52 of the Commercial Land Records
a copy of which lease is hereto attached
and a copy thereof, and

WENZEL, Westair has agreed to merge its 1914 franchises in the United States.

now presented, it is agreed

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1. Westair leases to Lyndale Air Service, Inc., Westair the following described property located at Airport (Zeeburg Field) and situated in the city of St. Paul:

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115 feet; thence North 35°46'43" West 133.51 feet; thence North 29°46'26" West 45 feet to the true point of beginning. An area of approximately 30,318 square feet. Together with all rights and interests of Westair in and to the aforesaid thereto and the improvements and property thereon or attached thereto and all other interests, rights and privileges in or with respect thereto granted to or held by Westair pursuant to the terms of said lease above mentioned,

for the term of approximately thirty-one (31) years eleven (11) months, beginning on the 14th day of July, 1966, and ending at the expiration of the 14th day of April, 1996, both inclusive, at the yearly rental of Six Hundred Seventy-Eight Dollars (\$678.00) (computed at the rate of 6.00¢ per square foot of ground area of said premises per year), to be paid by Lyon to Westair in equal monthly installments of Fifty-Eight and 56/100 dollars (\$58.56) each, in advance on the 1st day of each month, commencing with the first of such payments to be made on the 1st day of August, 1966, for the successive five (5) year periods subsequent thereto, for 1963, the annual rental to be paid by Lyon shall be computed at 6.00¢ per square foot of ground area per year so long as Lyon continues to pay King County pursuant to readjustments of same made by the terms of said original lease hereinabove mentioned, the annual rental to be paid by Lyon likewise in equal monthly installments.

2. The above described premises hereby leased are to be used for the following purposes: For the receiving, loading, assembling, consolidating, storing, loading, unloading, warehousing, distributing and transporting of materials, merchandise and other cargo, in or in connection with the movement thereof either by air or surface operations or both, the operations are now or may hereafter be conducted by Lyon or jointly with its affiliated companies including the placing and removal of necessary motor and other vehicles and the performance of necessary clerical and supervisory operations in connection therewith.

3. Lyon shall have and is hereby granted the right to erect such buildings and structures upon the premises and to alter, remodel, improve, make additions to, and remove the same; and to make such other improvements to or upon said premises as Lyon may deem necessary in the conduct of its business for the uses and purposes above mentioned, all at the expense of Lyon. Lyon agrees that at the termination of the period of this lease, it will remove such buildings and structures from said premises, if so requested or required by proper authority. Plans and specifications for a building to be erected on said premises by Lyon have heretofore been submitted to and approved by Westair and King County, subject to obtaining by Lyon of a proper permit for the erection thereof.

4. In the event Lyon shall fail to pay the amounts provided for herein or the rentals which shall be subsequently due under and pursuant to the terms and conditions of said original lease, Westair may give written notice to lessee to pay such amounts as aforesaid within ten (10) days after receipt of said notice, and if such default is not cured within said ten day period, Westair shall have the power and right to declare this sub-lease forfeited. In the event Lyon shall be in default in the performance of any of the terms or conditions of this sub-lease, other than the payment of rental, and shall fail to cure such default within thirty (30) days after receipt of written notice by Westair calling attention thereto, Westair shall likewise have the power and right to declare this sub-lease forfeited.

5. Except as herein otherwise provided, all of the agreements and conditions in the original lease attached hereto and marked Exhibit "A", are hereby made a part of this sub-lease, Westair being considered as if lessor in said lease, and Lyon being considered as if lessee in said lease. In the event said original lease referred to shall hereafter be modified, amended, renewed or extended, Westair shall give Lyon written notice of the

part or such change to be effected, not less than fifteen (15) days prior to the effective date thereof, and upon any changes made by written agreement between ourselves, we mutually be and become a part of this instrument.

Parties agree that it will not reasonably be expected that change is held original intent which will affect the effect the rights and interests of any in the manner of the premises leased pursuant to the same in such a way as would any such change shall be construed, however, as irreversibly, adverse in a material way in the interest of Lynn Mineral, than Lynn shall have the right to take name, or use (10) days, without written or verbal notice given to Rosalia, without prejudice to any other claim they have, pursuant to the same herein.

6. This agreement of extension shall be binding upon all persons to the benefit of the parties hereto, or their parties hereto.

In witness whereof, the parties hereto have affixed their signatures on the day and year first written:

Lynn Mineral

By _____

Arnold Lundberg

John Van A _____

M. W. _____

John Lundberg

STATE OF WASHINGTON
DEPARTMENT OF KING COUNTY

as well as "the day we May" 1865, when John
Walters and Franklin E. Walters

to me known to be the President and Secretary of BIRMINGHAM
MOTOR TRAILER, INC., the corporation that manufactures
and sells the trailer, and the corporation that manufactures
the instrument, and acknowledged right information concerning
the trailer and the instrument. That he was not
unjust or unfair in his compensation. That he was not
unfairly treated, but on each occasion that he
exacted said instrument and took the final action in doing so
was of said corporation.

ESTATE PLANNING BY NAME AND SERVICES WHICH WE PROVIDE

STATE OF WASHINGTON

on this 1st day of May A.D. 1863, I
do solemnly swear, before God, that I
will be true friend and constant minister to
the corporation that I now serve, and
will do all in my power to promote its
honesty, and to make it known to the public that
good or bad corporations, for the benefit of
men, and on such stated time when necessary, to
present and that the usual service to the corporation.

GIVEN under my hand and official seal this
last above written.